

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SP PLUS LLC,

Plaintiff,

v.

Case No. 25-cv-02563

DAVIS DINIZ,

Defendant.

STIPULATED PRELIMINARY INJUNCTION

The Court, noting the agreement of Plaintiff SP Plus LLC (“SP Plus” or the Company”) and Defendant Davis Diniz (“Diniz”) below, enters the following stipulated preliminary injunction (referred to herein as the “Stipulated Preliminary Injunction”), to remain in force as set forth below:

It is **ORDERED, ADJUDGED** and **DECREED** that:

1. Through March 15, 2026, Diniz is enjoined from, directly or indirectly, managing, operating, or participating in the ownership, management, operation, or control of, or being employed by any entity which is in competition with SP Plus within a 75-mile radius of any of the SP Plus offices from which he worked during the 12 months preceding January 31, 2025.

2. Through March 15, 2026, Diniz is enjoined from:

- (i) directly or indirectly, on behalf of Diniz or any other person, company or entity, soliciting, or participating in soliciting any person, company or entity for products or services competitive with or similar to products or services offered by, developed by, designed by or distributed by SP Plus,

if that person, company or entity was a customer or potential customer of SP Plus for such products or services and with which Diniz had direct contact or about which he learned confidential information related to such products or services at any time during the 12 months preceding January 31, 2025; and,

- (ii) directly or indirectly, on behalf of Diniz or any other person, company or entity, providing or selling or participating in offering, providing or selling, products or services competitive with or similar to products or services offered by, developed by, designed by or distributed by SP Plus to any person, company or entity which was a customer or potential customer of SP Plus for such products or services and with which Diniz had direct contact regarding such products or services at any time during the 12 months preceding January 31, 2025.

3. Through March 15, 2026, Diniz is enjoined from:

- (i) directly or indirectly, raiding, hiring, soliciting, or attempting to persuade any employee or temporary employee of SP Plus who was an employee of SP Plus during the 12 months preceding January 31, 2025, who possesses confidential information of SP Plus, to leave the employ of SP Plus;
- (ii) directly or indirectly, interfering with the performance by any such persons of their duties for SP Plus; and
- (iii) communicating with any such persons for the purposes described in items 3(i) and 3(ii).

4. Through March 15, 2026, Diniz is enjoined from, directly or indirectly, becoming

employed or engaged by or affiliated with any person, company or entity that was a customer of SP Plus during the 12 months preceding January 31, 2025 in any capacity in which Diniz would provide products, services or support competitive with or similar to the products, services, or support offered by, performed by, developed by or created by him for SP Plus during the 12 months preceding January 31, 2025.

5. Diniz is enjoined from using and/or disclosing, for any purpose whatsoever, any Confidential Information of SP Plus absent express written permission from SP Plus. “Confidential Information of SP Plus” as that term is used in the preceding sentence consists of all information pertaining to the business of SP Plus, or any information received by SP Plus in confidence from or about third parties, that is not generally known to the public at the time provided to or obtained by Diniz and which (a) is generated or collected by or utilized in the operations of SP Plus and relates to the actual or anticipated business or research or development of SP Plus or SP Plus’s actual or prospective customers; or (b) is suggested by or results from any task assigned to Diniz by SP Plus or work performed by Diniz for or on behalf of SP Plus or any customer of SP Plus. It includes, but is not limited to, trade secrets; secret, confidential, and proprietary information; customer, employee, and temporary personnel identification and contacts, non-public information about customers, business relationships, contract provisions, pricing, margins, business plans, marketing plans, financial data, business and customer strategy, techniques, models, software, solutions, discussion guides, personal or performance information about employees, research and development, patent applications and plans or proposals related to the foregoing.

6. SP Plus and Diniz further stipulate that by entering into this Stipulated Preliminary Injunction, and by consenting to this Stipulated Preliminary Injunction being “So Ordered” by the Court, Diniz does not agree to or admit any liability or acknowledge any wrongdoing, nor shall

entering into such Stipulated Preliminary Injunction be deemed to be an admission of any liability or acknowledgement of any wrongdoing by any party. SP Plus, and Diniz further stipulate that the Court, by “So Ordering” this Stipulated Preliminary Injunction, does not make any findings of fact or any determination as to liability, and further it is not making any findings as to whether Diniz violated his agreement(s) with SP Plus.

7. This Stipulated Preliminary Injunction is not a decision on the ultimate merits of this dispute and is without prejudice to the rights, remedies, claims, or defenses of any party hereto.

8. The Parties waive the necessity of a bond.

Agreed to by:

SP PLUS LLC,

By its attorneys,

/s/ Stephen D. Riden

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DAVIS DINIZ,

By his attorneys,

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SO ORDERED on this 10th day of July, 2025.


United States District Judge